

④ 8/EM

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made September 10, 19 86, between Michigan Avenue National Bank, Trustee Under Agreement dated February 13, 1976 and known as Trust No. 2635,

herein referred to as "Mortgagors," and

FIRST OAK BROOK BANK/ADDISON

an Illinois banking corporation doing business in Addison, Ill. herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors have hypothecated the below described property to the legal holder or holders of the installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Seven hundred thousand and no/100-----Dollars (\$ 700,000.00), evidenced by one certain installment Note of the Mortgagors* of even date, herewith, made payable to the order of FIRST OAK BROOK BANK/ADDISON and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from disbursement at the rate of ** per cent per annum in installments of ~~xxxxxx~~ as follows:

on the 20th day of October 19 86 and a like amount of money on the 20th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day of September 19 87 and the principal of each installment unless paid when due shall bear interest at the rate of *** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Addison, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of FIRST OAK BROOK BANK/ADDISON in said Village

*First Oak Brook Bank/Addison, Trustee Under Agreement dated September 10, 1986 and known as Trust No. 896

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated,

lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

Soo Ridor "A-2" attached hereto and made a part hereof.

- ** the prime rate of First Oak Brook Bank/Addison plus 3/4 of one percent fluctuating daily.
- *** the prime rate of First Oak Brook Bank/Addison plus 4-2/70 percent fluctuating daily.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-liner beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the users and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand . . . and seal . . . of Mortgagors the day and year first above written.

EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF

MICHIGAN AVENUE NATIONAL BANK TRUSTEE AS AFORESAID and not personally BY: *[Signature]* (SEAL) VICE PRESIDENT ATTEST: *[Signature]* (SEAL) ASSISTANT SECRETARY

STATE OF ILLINOIS, I, Joyce A. Madson

County of Cook } is a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ralph Muentzer, Vice President and Nancy Rodighiero, Assistant Secretary of Michigan Avenue National Bank

who are personally known to me to be the same, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 19th day of September, A.D. 19 86



[Signature] Notary Public

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RIDER "A-2"

LEGAL DESCRIPTION

LOTS 12, 13, 14, 20, 21 AND 22 IN BLOCK 2 IN MOULDING AND HARLAND'S
SUBDIVISION OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF THE
SOUTH WEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.	Lot
14-29-313-022-0000	- 22
14-29-313-023-0000	- 21
14-29-313-024-0000	- 20
14-29-313-026-0000	- 14
14-29-313-027-0000	- 13
14-29-313-028-0000	- 12

1437 W. Altgeld, City, #2.

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Property of Cook County Clerk's Office

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0 6 4 3 0 3 9 6

RIDER A

In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in this Mortgage or Trust Deed given to secure the Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned (or his or her spouse), then the balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note secured by this Mortgage or Trust Deed, the undersigned promises to pay the same forthwith.

The terms and conditions of this Trust Deed or Mortgage securing the Note, or any extensions, modifications, renewals or extension agreements of the whole or part of the Note and this Trust Deed or Mortgage, are incorporated by reference in the Note and this Trust Deed or Mortgage, or any extensions, modifications, renewals or extension agreements of the Note, and this Trust Deed or Mortgage.

MICHIGAN AVENUE NATIONAL BANK
TRUSTEE UNDER TRUST NO. 2635
AND NOT INDIVIDUALLY

BY: *Boyd H. ...*

Vice President

ATTEST: *Mary ...*

Assistant Secretary

DATED: _____

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Trustee as hereinbefore
defined. The Trustee shall
not be liable for any
loss or damage to the
property hereunder or for
any delay in the completion
of the same.

and the Trustee shall
not be liable for any
loss or damage to the
property hereunder or for
any delay in the completion
of the same.

Property of

1999

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THIS TRUST DEED is executed by the Michigan Avenue National Bank of Chicago, not personally but as Trustee as addressed in the exercise of the power and authority conferred upon and vested in it as such Trustee and its expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Michigan Avenue National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Michigan Avenue National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness owing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor, if any.

Trustee as hereinbefore
defined. The Trustee shall
not be liable for any
loss or damage to the
property hereunder or for
any delay in the completion
of the same.

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County Clerk's Office

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